

11099210

After recording return to:

Rocky Mountain Power  
1407 West North Temple  
Suite 110  
Salt Lake City, Utah 84116

Project Name: UTAH DATA CENTER  
Tract Numbers: 33-26-300-001  
33-27-400-001  
WO#: 10039883  
RW#: 2010009

11099210

12/17/2010 01:53 PM \$19.00  
Book - 9890 Pg - 823-827. A  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
1407 W NORTH TEMPLE  
SUITE 110  
SALT LAKE CITY UT 84116  
BY: TMW, DEPUTY - WI P.  
Bj: TMW Wp.

**Salt Lake County Parcel Nos. 33-26-300-001  
33-27-400-001**

### **Above-Ground Utility Easement**

The STATE OF UTAH ARMORY BOARD (the "Grantor"), of Salt Lake City, in the County of Salt Lake, State of Utah, hereby Grants and Conveys to PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power (the "Grantee"), its successors and assigns, for and in consideration of the sum of Ten dollars (\$10.00) and other valuable consideration hereby acknowledged, a non-exclusive easement and right-of-way over and across the lands hereinafter described for the installation, maintenance, repair, removal and replacement of an above-ground electric power line (the "Power Line") and necessary related equipment situated in the County of Salt Lake, State of Utah, as shown on Exhibit A and more particularly described as follows:

#### **Legal Description:**

A right of way with a variable width, the north boundary line being the south right of way line of 17000 South Street and the south boundary line being 30 feet south of the following described survey line:

Beginning at the westerly boundary fence of the Grantor's land said westerly boundary fence also being the easterly right of way fence of Redwood Road (SR-68) at a point 33 feet south and 1018 feet west, more or less, from the east one quarter corner of Section 27, T. 4 S., R. 1 W., S.L.M.; thence N. 80°00'49"E. 20.48 feet, more or less, thence S.89°20'48"E. 538.91 feet, more or less, to the easterly boundary line of the Grantor's land said easterly boundary line also being the westerly boundary line of the Provo Reservoir Canal and being in the NE ¼ of the SE ¼ of said Section 27, containing 21,125.17 sq. ft. or 0.48 of an acre, more or less.

Assessor Parcel No. 33-27-400-001

**Also:**

A right of way with a variable width, the northerly boundary line being 30 feet north or to the northerly boundary line of the Grantor's land said northerly boundary line also being the southerly right of way line of 17000 South Street and the southerly boundary being 30 feet southerly of the following described survey line:

Beginning on the north boundary line of the Grantor's land at a point 236 feet east, more or less, along the quarter section line from the west one quarter corner of Section 26, T. 4 S., R. 1 W., S.L.M.; thence S.41°32'57"W. 57.36 feet, more or less, thence N.89°20'48"W. 635.78 feet, more or less, to the westerly boundary line of the Grantor's land said westerly boundary line also being the easterly boundary line of the Provo Reservoir Canal and being in the NW ¼ of the SW ¼ of said Section 26, and in the NE ¼ of the SE ¼ of Section 27, Township and Range aforesaid; containing 34,093.56 sq. ft. or 0.78 of an acre, more or less.

Except from the above that portion on, over and/or across road right of way.

Assessor Parcel No. 33-26-300-001

This Easement is subject to the following conditions:

All of the Power Line and related equipment upon, under, and across this Easement will be as selected, installed, owned, maintained, and operated by the Grantee, or its licensee, in accordance with all codes, laws, rules, or regulations applicable at the time of such installation.

Grantee shall bear all expenses relating to the installation, operation, maintenance, repair, removal, and replacement of the electric Power Line and necessary related equipment.

Grantee shall defend, indemnify and hold harmless Grantor from and against any and all claims, demands and suits for damages to person or property arising out of or relating to Grantee's installation, operation, maintenance, repair, removal, and replacement of the Power Line and necessary related equipment.

Grantor, its successors and assigns, shall have the right to use and occupy the surface of said property for any purpose consistent with the rights and privileges herein granted and which will not endanger or interfere with construction, maintenance, operation or reconstruction of the Power Line and necessary related equipment. If construction,

maintenance, operation or reconstruction of the Power Line and necessary related equipment is required it shall be the Grantee's responsibility to restore the Grantor's property to as near as reasonably possible the condition the Easement property was in prior to the construction, maintenance, and operation or reconstruction of the Power Line.

Grantee shall not use the Easement for any purpose other than the construction, operation, maintenance, repair and replacement of an above-ground Power Line to service the federal facility commonly known as the Utah Data Center. The approved locations of the poles and supporting poles for the Power Line are noted on Exhibit A, which locations shall only be moved or changed within the Easement property upon prior written permission of Grantor. Any material increase in the size of the poles or supporting poles shall be subject to the prior written permission of Grantor.

Grantee shall have the right of access to the Easement property from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way clear of brush, trees, timber, structures, buildings and other hazards which reasonably endanger Grantee's facilities or impede Grantee's activities. Access to the Easement property from Grantor's adjacent lands constituting the improved cemetery property shall be limited to those roadways designated for such use; access from Grantor's other adjacent lands shall be from the single point that is closest to the Easement property that causes the minimum of soil to be disturbed.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the Easement property. Subject to the foregoing limitations, and as determined by Grantor with consent of Grantee, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent with the purposes for which this easement has been granted, with current preexisting uses specifically permitted. Such consent shall not be unreasonably withheld. Grantor shall be permitted to install roads on the easement and right-of-way as necessary to access Grantor's adjacent property.

These easement rights are available to the Grantee, or any successor to Grantee as authorized by the Public Service Commission, unless terminated by any of the following in which case the easement shall automatically revert back to the ownership of the Grantor:

- i. if for any reason the easement is permanently abandoned;
- ii. an entity of appropriate jurisdiction, including but not limited to the U.S. Federal Government or a federal or state court determines that the easement or use of the easement by Grantee must cease;

These easement rights are available to the Grantee, its heirs, successors, or assigns only until such time as the Power Line is permanently abandoned and removed, or if it is

determined that terminating the Easement is in the best interests of the State of Utah, at which time the title and interest of the Grantee, its heirs successors or assigns, in the rights of the Easement shall terminate and the Easement shall expire.

This Easement is appurtenant to the property now owned by Grantor and benefited by the Easement, and the Easement shall run with the land.

Together with and subject to any and all easements, rights-of-way, and restrictions appearing of record or enforceable in law and equity.

IN WITNESS HEREOF, the STATE OF UTAH ARMORY BOARD has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2010.

GRANTOR:

STATE OF UTAH ARMORY BOARD

By: [Signature] 22 Nov 10  
Major General Brian L. Tarbet Date  
Adjutant General  
Utah National Guard

Approved as to form and content:

[Signature] 15 Nov 10  
Patrick D. Osmond Date  
Major, Utah National Guard  
State Judge Advocate

STATE OF UTAH )  
 )§  
COUNTY OF SALT LAKE )

On this the 22 of November, 2010, personally appeared before me Major General Brian L. Tarbet, who, being duly sworn, did say that he is the Adjutant General of the Utah National Guard, State of Utah, and that the foregoing instrument was signed on behalf of said agency by statutory authority, and that the aforesaid agency executed the same.

Notary Public: [Signature]

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
**EASEMENT PROPERTY**

**UTAH DATA CENTER  
POWERLINE EASEMENT & RIGHT-OF-WAY**



**NOTES**

1. ALL DATA SHOWN HEREON IS IN THE M4D83 UTAH CENTRAL ZONE (UTB3-CF).
2. PARCEL LINES, PARCEL INFORMATION, CITY BOUNDARIES, AND AERIAL PHOTOGRAPHS WERE GATHERED FROM THE STATE OF UTAH GIS PORTAL AND SALT LAKE COUNTY.
3. THE RIGHT OF WAY SHOWN HEREON IS FOR AN ABOVE-GROUND UTILITY EASEMENT AFFECTING PARCEL NUMBERS 33-26-300-001 AND 33-27-400-001 AS PREPARED BY OTHERS.



**MAP LEGEND AND SYMBOLS**

	CITY BOUNDARIES
	PARCEL LINE
	EXISTING OVERHEAD POWER TRANSMISSION LINE
	EXISTING POWER POLE / TOWER
	ABOVE-GROUND UTILITY EASEMENT

SEPTEMBER 1, 2010  
 SCALE: 1" = 200'  
 DRAWN BY: JHT  
 CHECKED BY: RHD

SHEET  
**1**  
 OF 1

**ROCKY MOUNTAIN POWER RIGHT-OF-WAY FOR RW#: 201009**  
**MILITARY INSTALLATION DEVELOPMENT AUTHORITY (MIDA)**  
 THIS MAP IS A PROTECTED RECORD AND SHOULD NOT BE DISSEMINATED WITHOUT CONSULTING WITH MIDA  
 UNCLASSIFIED // FOR OFFICIAL USE ONLY

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 Suite 300  
 Layton, Utah 84043  
 Tel: 901.728.9107

